

**UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

In re:

LOONEY RICKS KISS ARCHITECTS, INC.

Case No. 10-22034-JDL
Chapter 11

Debtor.

**EMERGENCY MOTION (I) AUTHORIZING USE OF CASH COLLATERAL
PURSUANT TO 11 U.S.C. §§ 363 AND 361, (II) GRANTING ADEQUATE
PROTECTION PURSUANT TO 11 U.S.C. §§ 363 AND 361 AND (III) SCHEDULING A
FINAL HEARING PURSUANT TO RULE 4001(C)**

Comes now Looney Ricks Kiss Architects, Inc., (“LRK” or “Debtor”) and files this Emergency Motion (I) Authorizing Use of Cash Collateral pursuant to 11 U.S.C. § 363 and 361, (II) Granting Adequate Protection Pursuant to 11 U.S.C. §§ 363 and 361 and (III) Scheduling a Final Hearing Pursuant to Rule 4001(c) and in support thereof would show unto the Court as follows:

1. On February 23, 2010, (the “Petition Date”), the Debtor filed a voluntary petition in the United States Bankruptcy Court for the Western District of Tennessee for relief under Chapter 11 of the Bankruptcy Code. Pursuant to Sections 1107 and 1108 of the Bankruptcy Code, the Debtor is continuing to operate its business and manage its properties as Debtor-in-possession. No trustee or examiner has been appointed in the above-captioned case (the “Chapter 11 Case”), nor has any official creditors’ committee been formed in the Chapter 11 Case.

2. LRK is a multi-discipline, award winning architectural firm providing design services for a vast array of clients and building types across the United States.

3. IBERIABANK, fsb, as successor to Pulaski Bank (“Iberia”) is the Debtor’s primary secured lender with a blanket security interest in Debtor’s personal property, tangible and intangible, including inventory, accounts receivable and general intangibles, and the proceeds thereof.

4. Debtor believes that Iberia is entitled to a first priority replacement lien on all accounts receivable as adequate protection for the interim use of cash collateral.

5. Debtor further seeks authority of the Court to use cash collateral on an interim basis to meet payroll needs and to pay debts incurred in the ordinary course of its business. In return, Debtor proposes to grant replacement liens on said cash collateral on an ongoing basis until a final hearing can be held.

WHEREFORE PREMISES CONSIDERED, Looney Ricks Kiss Architects, Inc. seeks an order of this Court allowing it to use cash collateral per a budget to be provided; granting Iberia replacement liens on the accounts receivable; for the interim use of cash collateral; for final hearing on use of cash collateral; and for such other and further relief to which it may be entitled.

Respectfully submitted,

HARRIS SHELTON HANOVER WALSH, PLLC

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Counsel to the Debtor and Debtor-in-Possession

CERTIFICATE OF SERVICE

I hereby certify that on the 24th day of February 2010, a copy of the foregoing electronically filed Motion and any exhibit attached thereto was served via U.S. mail, postage prepaid or electronic mail upon the United States Trustee, Assistant U.S. Attorney and on all parties listed on the List of 20 Largest Unsecured Creditors for Looney Ricks Kiss Architects, Inc.

/s/ John L. Ryder

John L. Ryder